

47-2116

14 19

AGREEMENT

BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL

EDUCATIONAL SECRETARIES ASSOCIATION

X 1979 - 1981

LIBRARY
Institute of Management and
Labor Relations

SEP 0 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	
I	Recognition	1
II	Negotiation Procedure	2
III	Grievance Procedure	4
IV	Association Rights and Privileges	14
V	Office Personnel Employment	18
VI	Office Personnel Hours	20
VII	Office Personnel Leave Policies	22
VIII	Medical and Hospitalization Coverage	24
IX	Management Rights	25
X	Work Continuity	27
XI	Evaluation of School Office Personnel	28
XII	Miscellaneous Provisions	30
XIII	Duration of Agreement	31
	Office Personnel Salary Schedule	32

PREAMBLE

This Agreement is entered into this first day of July by and between the Board of Education of the Central Regional High School District of the County of Ocean, and the State of New Jersey, hereinafter referred to as the "Board" and the Central Regional Educational Secretaries Association, hereinafter referred to as the "Association". References to female employees shall also include male employees.

-1-

ARTICLE I

Recognition

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Office Personnel employed by the Board of Education but excluding the Confidential Personnel employed in the Board of Education and Superintendents' Offices.

Office personnel shall include: Switchboard operator/receptionist/typist, clerk/typist, Registrar, Library Aides, Guidance and Assistant Principal's Secretaries, Principals' Secretaries and Data Control Operator.

ARTICLE II

Negotiation Procedure

- A. Consistent with the Employer-Employee Relations Act of 1968 as amended, the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than October 1, the Board agrees to initiate negotiations with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- C. The Board shall make available to the Association, in response to a reasonable, specific request, all information which is a matter of public record and is pertinent to the negotiation of the grievance process. Each party may, if they so desire, utilize

the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

Grievance Procedure

DEFINITION:

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered thereunder.
2. An "aggrieved person" is the person/persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

PURPOSE:

1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limit-

ing the right of any office personnel having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

PROCEDURE:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of the occurrence of the actual happening which gives rise to the grievance.

4. Level One

Personnel covered by this Agreement, with a grievance, shall file a written notice of said grievance with the Building Principal or his designee, either directly or through the Association's designated representative. Within five (5) school days of receipt of said written notice of grievance, the Building Principal or his designee, shall consider said grievance and shall issue a written opinion.

5. Level Two

- a. If the aggrieved person(s) is not satisfied with the opinion issued by the Building Principal, or his designee, the Association may, within forty-five (45) school days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in

writing and shall include the position of the Association and shall include all available relevant evidence in support thereof.

b. Within five (5) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.

c. Within five (5) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

6. Level Three

a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within five (5) school days after the Superintendent has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.

b. The Board shall consider the appeal and may,

within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) school days after the conclusion of such hearing.

c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) school days after the receipt of the appeal from the Association.

d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.

e. If new evidence is obtained in support of such grievance, after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure of any administrative officer to render

information properly requested by the Association and which the Association is entitled to receive.

7. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration.

If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall in all cases, be confined solely to the issue or issues and evidence

submitted in support thereof to the Board. The arbitrator shall limit himself to the interpretation and application of the express terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided for in this Agreement.

d. The arbitrator shall issue his/her recommendation not later than thirty (30) days from the date of the close of statements and proofs on the issues were submitted to him/her. The arbitrator's recommendation shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority, as provided in this Agreement, shall be final and binding on the aggrieved employee(s), the

Association and the Board.

f. All fees of the arbitrator, including but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.

g. Grievances arising over alleged violations of Board Policy or Administrative Decisions shall be subject to the grievance procedure through Level Three.

RIGHTS OF CLERICAL PERSONNEL TO REPRESENTATION:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his own choosing, including a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building

representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group of clerical personnel, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.
2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated

or selected representatives.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.
6. The Association agrees to process all grievances solely through the grievance procedure.

ARTICLE IV

Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, all available non-confidential information affecting negotiations and grievances of the Association.
- B. Whenever any representative of the Association or any office personnel is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, she shall suffer no loss of pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with administrative approval and provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use the school buildings at all reasonable non-working hours for meetings.

The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required in writing.

- E. The Association, for its proper purposes, shall have the right to have its qualified personnel use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and shall be responsible for any damages to any of the equipment.
- F. The Association shall also be assigned available space on the bulletin board in the central office for Association meeting notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- G. The Association shall have the right to use the inter-school mail boxes on Association business

and without the approval of building principals or other members of the administration; simultaneously a copy shall be sent to the building principals.

- H. No office personnel shall be formally disciplined or formally reprimanded, or reduced in compensation without just cause.
- I. Whenever any office personnel is required to appear before the Board or a committee appointed by the Board concerning any matter which could adversely affect the continuation of that office personnel in her position of employ or the salary or any increment pertaining thereto, then she shall be given prior written notice of the reasons for such meeting and shall be entitled to have representative(s) of her choosing present to advise her and represent her during such a meeting, providing said representation is made known to the Board, through the Office of the Superintendent in advance of the meeting.
- J. The Association shall be notified of any existing vacancy that might be considered an

advancement i.e. 10 to 12 month employment, a position with advancement in position and salary.

- K. The rights and privileges of the Association and its representatives as set forth in Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the office personnel as recognized in Article I.

ARTICLE V

Office Personnel Employment

- A. All Office Personnel shall be placed on the proper step of the salary guide as of the beginning of each school year.
- B. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. Previously accumulated unused sick leave days will be restored to any Office Personnel upon return from an extended Board approved leave of absence.
- D. Office Personnel shall be notified of their contract and salary status for the ensuing year no later than April 30.
- E. The salary schedule of all Office Personnel covered by this Agreement is to be set forth in Appendix A and made part of this Agreement.
- F. Office Personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- G. Office Personnel employed on a ten (10) month basis

shall be paid in twenty (20) semi-monthly installments.

H. Pay days shall be on the 15th and 30th of each month.

When a pay day falls on or during a holiday, vacation or weekend (as outlined in Article VI), the paycheck will be received the last previous workday.

ARTICLE VI

Office Personnel Hours

- A. The work day shall consist of eight (8) hours including sixty (60) minutes lunch hour.
- B. Summer work hours shall commence two (2) days after the close of school in June and terminate five (5) days before the opening of school in September and shall be from 8 A.M. to 2:30 P.M. including a thirty (30) minute lunch break.
- C. "Coffee Break" - One uninterrupted thirty (30) minute break. The times should be standardized and mutually agreed upon by the employee and the Building Principal.
- D. Vacation Schedule: Vacation eligibility shall be determined as of February 1 of each year.

Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Building Principal. Such approval shall not be arbitrarily withheld. In the event of a conflict, seniority will prevail. Employees shall be eligible for vacations on the following basis:

1. Ten month employees - one (1) week vacation
 2. Twelve month employment
 - a. Minimum 6 months employment - one (1) week vacation
 - b. 1-3 years employment - two (2) weeks vacation
 - c. 4-9 years employment - three (3) weeks vacation
 - d. 10 years and beyond - four (4) weeks vacation
- E. Office personnel shall have all days off when school is not in session during the school year, including July 4 and Labor Day, except that on those days when school(s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.
- F. Office Personnel shall be compensated at the rate of time and one-half for all work beyond her normal work day. For the purpose of determining the overtime, the following shall count as regular work days:
- a. Holidays
 - b. Paid sick days
 - c. Other approved paid leaves

ARTICLE VII

Office Personnel Leave Policies

A. Sick Leave:

1. Employees shall be allowed the following leave due to personal illness:
 - a. 12 month full time employee, 12 days per year
 - b. 10 month full time employee, 10 days per year
2. The unused days of sick leave each year shall be cumulative.
3. Sick leave shall be defined in accordance with applicable provisions of N. J. S. A. Title 18A.

B. Death in the Immediate Family:

All full time (12 or 10 month) employees shall be allowed up to five (5) days without loss of pay at the time of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law or a relative living as a member of the immediate household.

C. Personal Business:

Three (3) days shall be allowed each year for personal business that cannot be conducted outside

the regular work hours. Personal days shall be approved in advance by the Building Principal subject to the Superintendent's approval. Personal business shall include observance of religious holiday, court subpoena, marriage in the immediate family, death of another relative or close friend, personal business, specifically stated, that cannot be conducted during work hours or emergencies not included above.

D. Professional Days:

The Superintendent may authorize absences of employees for professional purposes, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absence at least ten (10) days in advance of their occurrence. The decision to authorize such absence in each instance shall be based upon the length of service. Previous record of absences for professional purposes may be granted on a specific authorization of the Superintendent.

ARTICLE VIII

Medical & Hospitalization Coverage

- A. The Board shall provide with no expense to the member participation in the Hospital Service Plan of New Jersey for full family coverage (extended coverage for dependents until age 23), including Blue Cross-Blue Shield, Rider J, Major Medical at the 750 Series, Dental (without orthodontic) and optical, and Blue Cross Prescription Plan - \$1.00 Co-Pay.
1. Effective first date of this Agreement, the life time aggregate limit of liability under the Major-Med Program shall be \$25,000/\$250,000.
 2. Effective on the first anniversary date of this Agreement, the medical program shall be amended to include benefits provided under the UCR Program, (Blue Cross, Blue Shield).
- B. Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

ARTICLE IX

Management Rights

- A. The Board hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the powers, right, authority, duties and responsibilities of the Board, adoption of policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with this Agreement and the Constitution and Laws of the State of New Jersey and of the United States.
- C. Without limiting the generality of the foregoing, the Board reserves exclusive jurisdiction in the executive management and administrative control of the school system and its properties and facilities and to hire all employees, including determination of

-26-

their qualifications and the conditions for their continued employment. subject to the terms of this Agreement and the laws of the State of New Jersey.

ARTICLE X

Work Continuity

The Association agrees that it will not engage in any job action, sanction activities, or other types of boycotts, nor will it condone such activities on the part of its membership providing that the Board of Education conducts no lockouts or unfair practices during the term of this Agreement.

ARTICLE XI

Evaluation of School Office Personnel

- A. All monitoring or observation of the work performance of school office personnel shall be conducted openly and with the full knowledge of the employees.
- B. School office personnel shall have the right, upon request, to review the contents of her personnel file and to receive copies, at her expense, of any documents contained therein. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers.
- C. The Board reserves the right to protect the confidentiality of personal references, academic credentials and other similar documents, but shall not establish any separate personnel file which is not available for the employee's inspection.
- D. Any complaints regarding the conduct or work performance made to any member of the administration by any teacher, parent, student or other person which is used in any manner in evaluating a school office personnel shall be promptly investigated and called to the attention of said employee.

E. Either the evaluator or the person evaluated may request a formal conference following the presentation of a written evaluation. The employee upon request shall affix her signature to said written evaluation as an indication that the written evaluation has been presented to her before entrance into the personnel file. An employee so evaluated shall have the right to append to the evaluation comments pertinent to the evaluation.

ARTICLE XII

Miscellaneous Provisions

- A. If any provision of the Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions, or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual member of the Association heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

ARTICLE XIII

Duration of Agreement

- A. This Agreement shall become effective July 1, 1979
and expire June 30, 1981.
- B. In witness whereof the parties hereto have caused
this Agreement to be signed by their respective
presidents, attest to by their respective secre-
taries, and their corporate seals to be placed
hereon, all on the day and year first above written.

CENTRAL REGIONAL EDUCATIONAL SECRETARIES ASSOCIATION

Madlyn E. Hambach
By: President, C.R.E.S.A.

Mildred C. Berkhimer
By: Secretary, C.R.E.S.A.

CENTRAL REGIONAL BOARD OF EDUCATION

Richard S. McHugh
By: President, Board of
Education

Charles S. Formula
By: Secretary, Board of
Education

CRESA SALARY GUIDE
1979-1980

<u>Years of Service</u>	<u>Libr. Aides (Hour.)</u>	<u>Switchb./Typ. Clerk/Typ. Registrar</u>	<u>Secys. Guid. & Asst. Princ.</u>	<u>Principals Secys.</u>	<u>Data Control Oper.</u>
1	\$ 3.65	\$ 5975	\$ 6275	\$ 6640	\$ 6640
2	3.75	6425	6725	7090	7090
3	3.85	6675	6975	7340	7340
4	3.95	6925	7225	7590	7840
5	4.05	7175	7475	7840	8340
6	4.15	7400	7700	8090	8840
7	4.25	7650	7950	8390	9240
8	4.35	7950	8250	8690	9740
9	4.45	8250	8550	8990	10240
10	4.55	8550	8850	9290	10740
11	4.65	8850	9150	9590	---
12	4.75	9150	9450	9940	---
13		9500	9800	10290	---
14		9850	10150	10475	---
For Rose Patrizio Only		---		11085	---

Ten (10) month employees shall receive 10/12 of applicable position title level.

Longevity salary which shall be in addition to the salary schedule shall accrue to each employee in the following manner:

At the completion of 3rd consecutive year	\$100
At the completion of 6th consecutive year	150
At the completion of 9th consecutive year	200
At the completion of 12th consecutive year	200
At the completion of 14th consecutive year	<u>150</u>

TOTAL: \$800

Benefits:

Blue Cross Prescription Plan - \$1.00 Co-Pay
Payment of 100% Blue Cross, Blue Shield, Rider J
Major Medical with Optical and Dental (excluding Orthodontics)
to life time limits of \$250,000.

CRESA SALARY GUIDE
1980-1981

<u>Years of Service</u>	<u>Libr. Aides (Hour.)</u>	<u>Switchb./Typ. Clerk/Typ. Registrar</u>	<u>Secys. Guid. & Asst. Princ.</u>	<u>Principals Secys.</u>	<u>Data Control Oper.</u>
1	Same	\$ 6425	\$ 6725	\$ 7090	\$ 7090
2		6700	7000	7365	7365
3		7150	7450	7815	7815
4	a	7400	7700	8065	8065
5	s	7650	7950	8315	8565
6		7900	8200	8565	9065
7	1979-	8125	8425	8815	9565
8	1980	8375	8675	9115	9965
9		8675	8975	9415	10465
10	L	8975	9275	9715	10965
11	i	9275	9575	10015	---
12	s	9575	9875	10315	---
13	t	9875	10175	10665	---
14		10225	10525	11015	---
	For Rose Patrizio Only		---	11810	---
	For Edna Laird Only		---	11200	---

Ten (10) month employees shall receive 10/12 of applicable position title level.

Longevity: Same as 1979-1980 Guide

Benefits:

Same as 1979-80 benefits except that Blue Cross, Blue Shield upgraded to U.C.R. Program